



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

STANDARD LOW BID PROJECT

October 31, 2005

ASBESTOS ABATEMENT FOR DEMOLITION MERRILL LIBRARY BUILDING

UTAH STATE UNIVERSITY LOGAN, UTAH

DFCM Project Number 02029770

IHI Environmental
640 East Wilmington Avenue
Salt Lake City, Utah 84106

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :

Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

ASBESTOS ABATEMENT FOR DEMOLITION – MERRILL LIBRARY BUILDING
UTAH STATE UNIVERSITY – LOGAN, UTAH
DFCM PROJECT NO: 02029770

Bids will be in accordance with the Contract Documents that will be available at 10:00 AM on Monday, October 31, 2005, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, SLC, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Bob Anderson, DFCM, at (801)-652-6754. No others are to be contacted regarding this bidding process. The construction budget for this project is \$265,000.00.

A **mandatory** pre-bid meeting will be held at 10:00 AM on Thursday, November 10, 2005 at the Utah State University Merrill Library Lobby (Westside) in Logan, Utah. All bidders wishing to bid on this project are required to attend this meeting. Bidding contractors must have performed three successful asbestos abatement projects for DFCM over the past five years to bid on this project.

Bids will be received until the hour of 3:00 PM on Tuesday, November 22, 2005 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

Bid security, in the amount of five percent (5%) of the bid, must be submitted as stated in the Instruction to Bidders.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Marla Workman, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROJECT SCHEDULE

PROJECT NAME: ASBESTOS ABATEMENT FOR DEMOLITION – MERRILL LIBRARY UTAH STATE UNIVERSITY – LOGAN, UTAH DFCM PROJECT # 02029770				
Event	Day	Date	Time	Place
Advertisement Placed	Sunday	October 30, 2005		Multi-Media
Bidding Documents Available	Monday	October 31, 2005	10:00 AM	DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site *
Mandatory Pre-bid Site Meeting	Thursday	November 10, 2005	10:00 AM	Merrill Library Lobby (westside), USU, Logan, UT
Last Day to Submit Questions	Tuesday	November 15, 2005	4:00 PM	DFCM , 4110 State Office Building, SLC, UT Attn: Bob Anderson
Final Addendum Issued	Thursday	November 17, 2005	4:00 PM	DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site *
Prime Contractors Turn In Bid and Bid Bond / Bid Opening in DFCM Conference Room	Tuesday	November 22, 2005	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT
Sub-contractor List Due	Wednesday	November 23, 2005	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT

* DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **ASBESTOS ABATEMENT FOR DEMOLITION – MERRILL LIBRARY BUILDING – UTAH STATE UNIVERSITY – LOGAN, UTAH – DFCM PROJECT NO. 02029770** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____))
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete within **FORTY-FIVE (45) calendar days** after receipt of the Notice to Proceed, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$500.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

Any person or firm that fails to return the complete set of Drawings and Specifications, or other contract documents, in good condition within ten (10) days after the time set for receiving bids, will forfeit the deposit. Notwithstanding this, if the Contract Documents are provided on a compact disc, the compact disc does not need to be returned.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the deadline for submission of bids. It is your responsibility to allow for the time needed to park in Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. NOTE: A cashier's check cannot be used as a substitute for a bid bond.

3. Contract and Bond

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original

signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Any Addenda issued during the time of bidding shall become part of the contract Documents made available to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the Contract.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is

reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

11. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

12. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

15. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

STATE OF _____)
COUNTY OF _____) ss.

By: _____
Attorney-in-Fact (Affix Corporate Seal)

On this ____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

GROUND FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**



SUBCONTRACTORS LIST

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality

April 20, 1999

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.

9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).

10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Description of Fugitive Dust Emission Controls on Site

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

Description of Fugitive Dust Control Off-site

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).

2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the source's dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete within _____ (____) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

CONTRACTOR'S AGREEMENT
PAGE NO. 3

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT
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IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

Signature Date

Title: _____

State of _____)
County of _____)

Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

Notary Public

My Commission Expires _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

Financial Manager, Date
Division of Facilities Construction
and Management

**DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

Manager - Date
Capital _____

APPROVED AS TO FORM:
ATTORNEY GENERAL
May 25, 2005
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

Division of Finance Date

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



Division of Facilities Construction and

CHANGE ORDER # _____

CONTRACTOR: _____

AGENCY OR INSTITUTION: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

ARCHITECT: _____

DATE: _____

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: _____

Date

Architect/Engineer: _____

Date

Agency or Institution: _____

Date

DFCM: _____

Date

Funding Verification: _____

Date

Page ____ of ____ page(s)



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

DFCM

Division of Facilities Construction and

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

A list of items to be completed or corrected is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof.

The Contractor shall complete or correct the Work on the list of items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ _____.

CONTRACTOR (include name of firm) by: _____ DATE

A/E by: _____ DATE

USING INSTITUTION OR AGENCY by: _____ DATE

DFCM by: _____ DATE

cc: Parties Noted
DFCM, Director

Division 02 - Site Work

02 000 General

- 1.1 Division 02 General applies to this section

02 080 Hazardous Material Abatement

02 081 Asbestos and Hazardous Material Removal

General - Part I. Scope (Merrill Library – USU)

(Following is a listing of Friable ACMs, Non-friable ACMs, and HazMats that are included in this scope of work.)

A. FRIABLE ACMs

1. THERMAL SYSTEM INSULATION

- a. The hard plaster insulation on pipe fittings of hot water, cold water, chiller, condensate and steam lines contain 1-10% Chrysotile and 7-12% Amosite asbestos. There are approximately 1,100 fittings throughout the building.
- b. The corrugated Aircell insulation contains up to 60% Chrysotile asbestos. There is approximately 300 linear feet of this material in the crawlspace. There may be more of this material in pipe chases, between walls and above ceiling.
- c. The hard mud insulation on fan housings and manifold jackets contains 8-10% Chrysotile asbestos. There is approximately 2,240 square feet of this material in the basement.

2. CEILING TILE

- a. The white 2' X 4' ceiling tile with gray matrix in Rooms 007A, 007B and 009D contains 2% Amosite and 2% Chrysotile asbestos. There is approximately 450 square feet of this material.

3. LIGHT HEAT SHIELD

- a. The heat shield on the light fixtures in Stairs 00F and 100H is assumed to contain asbestos.

4. OTHERS

General 1. Scope – Merrill Library, Utah State University

- a. Fire doors, elevator doors and the above material will be sampled at the bid walk. The quantity will be determined and an addendum will be issued.

B. NON-FRIABLE ACMs

1. FLOOR TILE AND/OR MASTIC

- a. There is approximately 35,000 square feet of floor tiles containing >1-12% Chrysotile asbestos. There is also approximately 32,000 square feet of floor mastic containing >1-10% Chrysotile asbestos in the building. The floor tiles are either exposed or under glued-down carpet. Floor tile, mastic and associated debris shall be disposed of as non-friable asbestos-containing material.
- b. Cosmetic damage to the building is not an issue since the building will be demolished soon after the abatement is completed. However, Contractor shall take reasonable precautions and care in conducting the work so as to minimize damage to areas outside the removal areas marked on the plans.
- c. Contractor shall remove floor tiles and mastic in a manner that will preclude the creation of visible dust. Contractor's flooring removal technique shall be approved, prior to removal, by the Industrial Hygiene Consultant. If a flooring removal technique approved by the Industrial Hygiene Consultant does not prevent the creation of visible dust, the Industrial Hygiene Consultant shall stop the flooring removal work, and the Contractor shall be required to implement a technique, which employs more stringent dust suppression controls. Bead blasters, track blasters, shot blasters or similar equipment may not be used for the removal of flooring adhesive.
- d. Negative air pressure shall be maintained in all floor covering removal areas of 100 square feet or more.

2. DUCT SEALANT

- a. Contractor shall remove the duct sealant on HVAC ducting in air plenums. There is approximately 2,000 linear feet of duct sealant that contains 2-8% Chrysotile asbestos. The duct sealant shall be scrapped and disposed of as non-friable asbestos waste.

3. STAINLESS STEEL SINK UNDERCOATING

- a. The sink undercoat in Room 009 contains 8% Chrysotile asbestos. Contractor shall remove the sinks and secure plumbing connections so there are no leaks. Contractor shall be responsible for any plumbing leak damage issues.

C. HAZARDOUS MATERIALS (HAZMATS)

1. MERCURY-CONTAINING FLUORESCENT AND SODIUM LIGHT BULBS

- a. Contractor shall remove approximately 10,150 fluorescent light tubes containing mercury and sodium throughout the building. Any adjustments in the cost for item removal will be calculated and applied at this time based on the unit prices quoted by the Contractor. Contractor shall store this material in a safe area until the Owner's hazardous materials contractor picks them up.
- b. Contractor shall exercise care to not damage these materials during the removal and packaging process. The Industrial Hygiene Consultant shall approve of the Contractor's packaging process, means of transport, and disposal/recycling site before these materials are removed.
- c. Should there be any questions regarding how damaged or leaking items should be handled, the Industrial Hygiene Consultant should be contacted as soon as possible.

2. PCB-CONTAINING FLUORESCENT LIGHT BALLASTS

- a. There are approximately 4,800 light ballasts containing PCB throughout the building. Any adjustments in the cost for item removal will be calculated and applied at this time based on the unit prices quoted by the Contractor. Contractor shall store this material in a safe area until the Owner's hazardous materials contractor picks them up.
- b. Contractor shall exercise care to not damage these materials during the removal and packaging process. The Industrial Hygiene Consultant shall approve of the Contractor's packaging process, means of transport, and disposal/recycling site before these materials are removed.
- c. Should there be any questions regarding how damaged or leaking items should be handled, the Industrial Hygiene Consultant should be contacted as soon as possible.

3. CFCS REFRIGERATION UNIT

- a. There are 9 units containing CFCS refrigerant in the building. Any adjustments in the cost for item removal will be calculated and applied at this time based on the unit prices quoted by the Contractor.

General 1. Scope – Merrill Library, Utah State University

- b. Contractor shall exercise care to not damage these materials during the removal and packaging process. The Industrial Hygiene Consultant shall approve of the Contractor's packaging process, means of transport, and disposal/recycling site before these materials are removed.

4. CHEMICALS

- a. There are 90 containers containing paints, cleaners, glues and so on, in the custodial closets and the old dark room in the basement. Contractor shall store these materials in an area until the Owner's hazardous materials contractor picks them up.

5. ELEVATOR HYDRAULIC FLUID

- a. The Owner's personnel may remove the hydraulic fluid; however, Contractor shall include the cost of removing, transporting, and properly disposing of this material in their bids and in the unit price attachment to the bid form. Any adjustments in the cost for item removal will be calculated and applied at this time based on the unit prices quoted by the Contractor.

D. GENERAL

- 1. Contractor shall remove all carpets in the building necessary to facilitate removal of ACM floor coverings and dispose of the carpets as demolition waste. If carpeting cannot be separated from ACM floor tile or other ACM, carpet shall be disposed of as ACM. Contractor shall dispose of all demolition waste related to his activities and shall not utilize Owner's waste bins or dumpsters. Contractor may locate waste bins or dumpsters in locations designated by the Owner and Industrial Hygiene Consultant but must (1) use appropriate containment measures, (2) ensure building occupants, adjacent building occupants, or the public are not inconvenienced or affected, and (3) load/unload bins or dumpsters during off-work hours.
- 2. Contractor shall use scaffolding and other equipment, which, in the determination of the Industrial Hygiene Consultant, is clean and free of suspect ACM. Contractor shall allow inspection of all equipment by the Industrial Hygiene Consultant before it is brought into the facility. As a minimum, scaffolding shall comply with the following requirements:
 - 1) A safety ladder with rungs spaced on 12-inch centers (positioned so the first rung is 12 inches from the floor) shall be securely attached to the scaffold frame, with a pass-through safety gate provided at the platform level (so workers do not climb over top rails to access the platform);
 - 2) Toeboards shall be firmly attached on all open sides of the platform;

General 1. Scope – Merrill Library, Utah State University

- 3) Scaffold planking/decking shall be scaffold grade and clearly marked with the manufacturer's name;
 - 4) Contractor shall maintain relevant manufacturer's documentation on site, showing maximum loads, proper installation and operating techniques, etc;
 - 5) Scaffold components shall all be fully operable and in good repair. Extension ladders shall be used for access only and shall not be used as a work platform. Stepladders shall be used only in the open and locked position.
3. Contractor shall provide a certificate of weight and measure or other certification satisfactory to the Industrial Hygiene Consultant (listing gross, tare and net weight for each load), of the total weight of asbestos-containing waste material disposed of for this project. Contractor shall also provide a summary, on Contractor's company letterhead, which lists each manifest used for the project by manifest document number and weight (in pounds) specific to that manifest and whether each manifest is a hazardous material (friable) manifest or a non-hazardous waste (non-friable) manifest. Contractor shall provide this information in writing to the Industrial Hygiene Consultant upon completion of the project. **No payment shall be made for this project until Contractor provides this information.**
4. All dimensions, quantities or areas provided in the scope of work and in the associated tables and plans are approximate and are only included to assist Contractor in determining the amount of ACM designated for removal. Contractor is responsible for accurately determining the amount of ACM included in the scope of work.
5. Containment shall contain a clear Plexiglas window no smaller than two feet square. Smoking will only be allowed in designated off-site areas. These areas will be defined at the pre-abatement meeting.
6. Where applicable regulations are more stringent than specifications contained herein, the most stringent regulations apply. It is the Contractor's responsibility to determine if city, county, regional, state or other regulations apply and to perform work in accordance with these regulations. Contractor shall perform all work under this contract in strict compliance with all Federal (OSHA, EPA, etc.), State and local regulations.
7. Contractor shall comply with City ordinances and regulations regarding working hours. In general, Contractor's workday shall not exceed ten (10) hours in length. Where it is anticipated by the Contractor that longer shifts or multiple shifts will be required, Contractor shall notify the Industrial Hygiene Consultant in writing as soon as possible, but in any case, prior to the pre-construction (pre-abatement) conference. Any deviation from the ten-hour workday limit must be approved in advance by the Industrial Hygiene Consultant. Approval for longer or additional shifts will not normally be given if the request from the Contractor is not received prior to the pre-construction conference. If approval is given, Contractor shall reimburse Owner for all additional expenses incurred as a result of the change in

General 1. Scope – Merrill Library, Utah State University

schedule. These expenses will include the cost of additional personnel needed for the project.

8. Contractor shall provide and maintain a sanitary temporary toilet for use during the work period. Contractor shall insure these facilities meet all applicable codes, comply with all applicable regulations, and insure the facilities are routinely cleaned and emptied.
9. Contractor shall maintain a job telephone on site at his expense for use in the event that emergency services need to be contacted. Telephone shall be operational prior to removal of any ACM.
10. Contractor shall provide an English-speaking interpreter at any time that non-English speaking workers are present on the site.
11. Contractor shall provide a detailed written work plan to the appropriate notification agencies and to the Industrial Hygiene Consultant at least 7 days prior to the beginning of the project. The work plan provided to the Industrial Hygiene Consultant shall show suggested locations for decontamination units. Shower facilities will not be allowed on or immediately adjacent to wood floors. Notification shall also be made in writing to the appropriate fire department, police agency and health response organizations prior to the start of the project.
12. Contractor shall provide a minimum of four workable electrical receptacles (or plugs) for clearance sampling. Contractor's electrical system shall be approved, prior to any removal, by a licensed electrical Contractor hired by Contractor. All lighting and equipment, including extension cords, shall be approved for use in wet environments. Extension cords shall be suspended off the floor of the work area. Contractor shall not use existing electrical receptacles from any room contained in the work area.
13. Removed ACM shall be cleaned up and bagged on a continual basis. No removed ACM shall be left unbagged at the end of the work shift each day. All waste from this project shall be disposed of at an in-state disposal facility. Non-friable material may be manifested with a non-hazardous manifest form if the appropriate agencies concur.
14. Owner shall be responsible for providing water and electricity to the Contractor at the Owner's expense.
15. In the event that additional ACM or Universal Hazardous Materials are discovered during the demolition process, Contractor agrees to respond within 24 hours of notification to remove these materials. Compensation for additional work will be based on the unit prices quoted in the Contractor Bid Proposal and Asbestos Abatement Project Agreement submitted by the Contractor.

Division 03 – Asbestos Floor Plans

1. Basement level
2. First level
3. First mezzanine level
4. Second level
5. Third level
6. Fourth level

**Project Specifications
for
Asbestos and HazMat Abatement
Merrill Library
Utah State University (USU) Campus
Logan, Utah**

**State of Utah
Division of Facilities Management and Construction
(DFCM)**

October 20, 2005

Prepared by:

**IHI Environmental
640 East Wilmington Ave.
Salt Lake City, UT 84106
(801) 466-2223**

ASBESTOS and HAZMAT ABATEMENT

PROJECT SPECIFICATIONS

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	Division 01 – General Requirements
	Supplementary Conditions
	Division 02 – Site Work (Scope of Work)
	Division 03 – Floor Plans

SPECIFICATIONS

DIVISION 01
GENERAL REQUIREMENTS

01100 SUMMARY

01300 ADMINISTRATIVE REQUIREMENTS

01400 QUALITY REQUIREMENTS

01500 TEMPORARY FACILITIES AND CONTROLS

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DIVISION 01

ASBESTOS ABATEMENT PROJECT AGREEMENT (U.S.)

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SECTION 01100 SUMMARY

- A. Conditions of the Contractors Bid Proposal and Asbestos Abatement Project Agreement apply to each Division of the Specifications. Provisions contained in Division 01 apply to Division 02 through 16 of the Specifications.
- B. Owner may issue separate contracts for performance of certain construction operations at the Project site. Contractor will afford other contractors reasonable opportunity to place and store their materials and equipment on site and to perform their work and will properly connect and coordinate its work with theirs where applicable.
- C. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and employees:
 - 1. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
 - 2. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project Site.
 - 3. Refrain from using profanity or being discourteous or uncivil to others on the Project Site and/or while performing the Work.
 - 4. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on the Project Site.
 - 5. Do not build fires on Project Site.
 - 6. Reasonably accommodate use of existing facilities by Owner.
 - 7. Do not allow weapons on the Project Site, except those carried by law enforcement officers and/or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.

SECTION 01300 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate construction activities to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Consideration shall also be given to tenants and residents of work site or of adjacent areas to the work site.

- B. Asbestos Consultant will schedule pre-construction conference and organizational meeting at Project site or other convenient location by 10 days after issuance of Notice To Proceed and before commencement of construction activities. Asbestos Consultant will conduct meeting to review responsibilities and personnel assignments.
- C. Attend pre-construction conference and present general overview of following –
 - 1. Abatement Plans including -
 - a) Drawings of decontamination facilities and their location.
 - b) Work area isolation plan with layout of engineering controls (e.g., HEPA filters, etc.).
 - c) Security Program.
 - d) Routing plan for removal of contaminated material from building.
 - e) Listing of all tools, equipment, and supplies proposed for use in abatement program.
 - 2. Description of protective clothing and approved respirators to be used.
 - 3. Explanation of decontamination sequence to be used.
 - 4. Description of final clean-up procedures to be used.
 - 5. Proposed landfill for disposal of waste materials.
- D. Attend progress meetings at Project site as scheduled by Owner or Asbestos Consultant.
- E. Prepare daily report of operations at Project. Contractor will keep a copy of the reports on site and will submit a copy to Asbestos Consultant on at least a weekly basis.
- F. Develop and implement standard operating procedure to ensure maximum protection of workers, facility employees, visitors, and environment for asbestos exposure. Procedure will ensure that –
 - 1. Security is provided on 24-hour basis to prevent unauthorized entry into workplace.
 - 2. Proper protective clothing and respiratory protection are worn prior to entering workplace from outside.
 - 3. Asbestos is removed in manner that minimizes release of fibers.
 - 4. Packing, labeling, loading, transporting, and disposing of contaminated material is performed in a manner that minimizes exposure and contamination.
 - 5. Emergency evacuation for medical or safety (fire and smoke) reasons is performed in manner so exposure will be minimized.
 - 6. Accidents in work space, especially from electrical shocks, slippery surfaces, and entanglements in loose hoses and equipment is minimized.
 - 7. Provisions for effective supervision and personal monitoring for exposure during work are implemented.
 - 8. Engineering systems minimizing exposure to fibers in workplace are used.
 - 9. Safe work practices in work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or in any way breaking respiratory protection.

- G. Erect OSHA-required warning signs around workspace and at every point of potential entry from outside. Warning signs will be bright color so they will be easily seen. Size of sign and size of lettering will be no less than OSHA requirements. Warning signs will bear the following information:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA**

- H. Place OSHA-required labels on plastic bags and drums utilized to transport contaminated material to approved disposal site. Warning labels will contain the following information:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

- I. Provide any other signs, labels, warnings and posted instructions that are required or necessary to protect, inform, and warn people of the hazard from asbestos exposure. Contractor will post, in a prominent and convenient place for the workers, a copy of the latest applicable regulations.
- J. Establish emergency and fire exits from the work area. All emergency exits will be equipped with two full sets of protective clothing and respirators at all times.
- K. Have on site Material Safety Data sheets as required by Federal, State, or local laws and verification of training for abatement personnel.
- L. Be prepared to administer first aid to injured personnel after decontamination.
1. Seriously injured personnel will be treated immediately or evacuated without delay for decontamination.
 2. If an injury occurs, the Contractor will stop work and implement fiber reduction techniques (e.g., water spraying) until the injured person has been removed from the work area.
- M. Ensure that OSHA Safety and Health Standards (Title 29 CFR 1910 and CFR 1926) are complied with at all times.
- N. Asbestos Consultant has authority to stop work any time unsafe work practices or violations of regulations are noted. Work will remain stopped until unsafe conditions or violations are corrected. Standby time required resolving unsafe conditions or violations would be at Contractor's expense.
- O. Before starting actual removal of asbestos material, notify local police and fire department as to the danger of entering the work area and invite their representatives to attend training session conducted by Contractor which will provide information regarding abatement activities, decontamination practices, etc. Make every effort to assist these agencies form plans of actions should their personnel need to enter the contaminated area. Coordinate security aspects of Project with police and emergency evacuation and safety aspects with the fire department.
- P. Contractors should be exempt on purchase of material installed or converted into real property to be used by the Owner. The Contractor will furnish each vendor with a completed Exemption Certificate Form TC-721. The certificate will be prepared by the Contractor for each vendor in order to obtain the exemption.

The Owner's tax-exempt number may be provided.

SECTION 01400 QUALITY REQUIREMENTS

A. Personnel Qualifications

1. Contractor's personnel shall be trained and tested before performing work on this Project, and shall be familiar and comply with Contractor's written standard operating procedures for abatement work. Abatement personnel shall have participated in at least two previous abatement projects in past two years.
2. Superintendent & Foreman shall be familiar with applicable standards and practices for asbestos abatement work, have expertise in safety and environmental protection, and be in possession of medical examination records required under applicable federal and state regulations.
3. Workmen shall have participated in and successfully completed required training courses applicable under federal, state, and local requirements and have had medical examination required under applicable federal, and State regulations.

B. Submit copy of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records establishing compliance with standards and regulations bearing upon performance of the Work.

C. Provide inspections, tests, and similar quality-control services specified in individual Specification Sections and/or required by governing authorities, except where Specifications specifically state that Owner or its consultants will perform such inspections. Cooperate with persons performing inspections, tests, and similar services and provide auxiliary services as reasonably requested.

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

A. Owner will provide electric power for construction activities within limits available at existing facility.

B. Exercise caution to avoid fire damage. Do not build fires on site.

C. Permanent mechanical system may be operated upon following conditions:

1. Do not interfere with normal set-back temperature patterns except as approved by Owner.

D. Existing lighting system may be used within limits available at existing facility.

E. Existing water supply may be used within limits available at existing facility.

F. Existing restroom facilities may be used by Contractor. Clean restrooms and portions of existing building used in accessing restrooms daily. If existing facilities are not usable, provide and maintain temporary sanitary toilet.

G. Erect adequate barricades, warning signs, and lights necessary to protect persons from injury or harm.

H. Contractor is responsible for the security of materials, tools, and equipment. Do not permit others to use building keys provided by Owner. Safeguard building and contents while work is being performed and secure building when work is finished for the day.

I. Protect existing trees and plants. Remove and replace vegetation that dies or is damaged beyond repair due to construction activities.

- J. Provide temporary enclosures at exterior building openings for security and protection from weather, theft, and vandalism.
- K. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and reduce possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near site. Protect work, materials, apparatus, and fixtures from injury due to weather, theft, and vandalism.

SECTION 01600 PRODUCT REQUIREMENTS

- A. Provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.

SECTION 01700 EXECUTION REQUIREMENTS

- A. Inspect areas in which work will be performed. Photograph or videotape existing conditions, including surrounding property if necessary, which could be misconstrued as damage resulting from selective demolition. Provide copy of photographs / video tapes to Asbestos Consultant.
- B. Design, furnish, and install all shoring, bracing, and sheathing as required for safety and for proper execution of the Work and, unless otherwise required, remove same when the Work is completed.
- C. Notify Asbestos Consultant in writing of unsatisfactory conditions. Do not proceed until unsatisfactory conditions have been corrected.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Allow for expansion and building movement.
- E. Cover and protect furniture, equipment, and fixtures from soiling and damage when demolition work is performed in rooms and areas from which such items have not been removed.
- F. Progress Cleaning
 - 1. Keep premises broom-clean during progress of the Work.
 - 2. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
 - 3. Clean and maintain completed construction as frequently as necessary throughout construction period.
 - 4. Remove waste materials and rubbish caused by employees, subcontractors, and contractors under separate contract with Owner and dispose of legally.
- G. Final Cleaning
 - 1. After removal of asbestos has been completed and before removal of barriers, Contractor shall -
 - a. Wet clean and / or vacuum with HEPA filtered vacuum entire area.
 - b. Following successful inspection and final specified testing by the Consultant, remove HVAC filters and dispose of as asbestos waste.

- c. Dispose of plastic barriers, tapes and disposable contaminated equipment as asbestos waste.
 - d. Thoroughly decontaminate reusable contaminated equipment, such as masks, hard hats, etc., by wet cleaning.
 - e. In the case where glove bags have been used and no bags have been broken or there is no other reason to believe that the area inside the secondary barrier has been contaminated, no cleaning of the area will be required prior to final inspection and testing in accordance with requirements of Contract Documents.
 - f. If results of final testing are not satisfactory (i.e., exceed 0.01 f/cc), cleaning requirements specified above shall apply.
2. Clean each surface or unit to condition expected in normal, commercial-building cleaning and maintenance program. Comply with manufacturer's instructions. Remove all rubbish from under and about building and leave building clean and habitable.
 3. If Contractor fails to clean up, Owner may do so and charge cost to Contractor.

H. Completion Inspections

1. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in request.
 - a. After thorough cleaning of workspace, and if high degree of cleanliness has been achieved, notify Asbestos Consultant that workspace is ready for inspection and final testing. Asbestos Consultant will visually inspect workspace for detection of visible asbestos dust or contamination. If visual inspection does not reveal dust or other signs of contamination, final testing will take place.
 - b. Final testing shall be conducted by Asbestos Consultant and will consist of air samples in workspace, to show that contamination levels do not exceed 0.01 fibers per cubic centimeter using phase contrast microscopy (PCM). Transmission electron microscopy (TEM) analysis may be used at the option of the Consultant to confirm results of air sampling and PCM analysis.
 - c. After decontamination levels specified have been confirmed through final specified testing, plastic enclosure shall be removed, and plastic tape and materials from equipment room and shower room bagged and disposed of as asbestos waste. Final check will be carried out by Asbestos Consultant to ensure no dust or debris remains on surfaces as result of dismantling operation.
 - d. Decision of Asbestos Consultant is final as to whether work areas pass inspection.
 - e. Final inspections shall be made after application of encapsulant or lockdown.
2. Substantial Completion Inspection will be conducted when Asbestos Consultant determines that Work is sufficiently complete. At that time a punch list of work not yet accepted or complete will be prepared, amount to be retained until Final Acceptance, and Certificate of Substantial Completion issued.
3. Final Acceptance Meeting will be conducted when punch list work identified in Substantial Completion Inspection has been completed and Contractor has notified Asbestos Consultant.

I. Closeout Submittals

1. Complete and submit to Asbestos Consultant miscellaneous records before date of Substantial Completion. Miscellaneous records include air monitoring reports, documents required by Specifications sections, monitoring, testing and inspection reports, reports of final inspection and testing, forms and documentation required by governing agencies for hazardous waste material, and documentation of compliance to all regulations and codes.

2. Submittals will be in good order, properly identified and bound or filed, ready for continued use and reference.

J. Warranties

1. When written guarantees beyond one year after substantial completion are required of any Section of the Work, Contractor will secure such guarantees and/or warranties properly addressed and signed and in favor of Owner. Include these documents with closeout submittals.
2. Delivery of guarantees and warranties will not relieve Contractor from any obligation assumed under any other provision of the Contract Documents.

END OF DOCUMENT